



REQUEST FOR PROPOSALS

PLANNING CONSULTING SERVICES FOR COMPREHENSIVE PLAN REFORM INITIATIVE

RFP NO. 0171-03-BP-RC

DATED JUNE 27, 2003

A. GENERAL INFORMATION

History of the Comprehensive Plan Reform Effort

At a retreat in October 2000, the Tallahassee-Leon County Planning Commission began discussion of the Comprehensive Plan Reform project. The Planning Commission wanted to begin to address problems that they had been encountering in working with the Comprehensive Plan and Land Development Regulations. It was agreed that not only is the Plan too specific and not very user-friendly, but that there are substantive issues with a number of the Plan's Future Land Use categories, most notably, the Mixed Use and Lake Protection categories.

The Planning Commission established a committee to evaluate the issue of Comprehensive Plan Reform, and to recommend an approach. The first step was a broad assessment of recent problems and issues that have arisen through application of the Comprehensive Plan. The Planning Commission Chair also met with the elected officials to receive their input on planning-related priorities. The committee then evaluated the full list of potential issues and prioritized them for action. The committee arrived at the following conclusions, which were discussed and ratified by the full Planning Commission on March 5, 2001:

1. It would not be necessary or advisable to overhaul the entire Comprehensive Plan. Rather, specific problems should be identified and addressed.
2. The Land Use Element is the key to the entire Plan, and is the most complex portion of the document.
3. The Mixed Use designation is the most important aspect to address because:
 - a. It covers most of the areas within the USA, and is the designation that
 - b. accommodates most of the urban uses.

- c. Future Land Use Map amendments generally seek to change property from Residential Preservation to Mixed Use, and these amendments are often unsuccessful because of the breadth of uses allowed under the Mixed Use categories.
- d. The mechanism used to apply site-specific zoning to the Mixed Use categories is the development pattern, but this concept has been flawed and ineffective in its application.
- 4. In approaching this issue, public participation is critical, but the most effective means for obtaining it in the early phases of the project will be through a diverse working group of stakeholders. Once the process has produced preliminary findings and recommendations, a broader based public process must occur.
- 5. A "clean up" of the Plan to address clarity and usability cannot be delayed as substantive issues are addressed. Therefore, concurrent with the analysis of the substance of the Mixed Use categories, staff should begin to address form and usability of the Plan.

Based upon these findings, the Planning Commission has moved forward with a reform program that targets the Future Land Use Element, starting with the Mixed Use designation as the first phase priority. A parallel work program has been established to review the Plan for structure, format and usability.

At a second retreat on January 15, 2003, the Planning Commission provided additional direction, which has been incorporated into this scope of services (Please see attached minutes, page 11 of 12).

Background on the 2010 Comprehensive Plan

At a second retreat conducted in January 2003, the Planning Commission received relevant information relative to the development and evolution of the Comprehensive Plan. One item of particular interest was the fact that in an effort to ensure public participation, the Plan was formulated in a somewhat uncoordinated manner by a number of discrete citizen subcommittees. The work of these subcommittees was subsequently assembled and that there appears to have been little opportunity to ensure a consistency of vision and approach between the various Elements of the Plan. This is an issue that needs to be reviewed and addressed. The Planning Commission has also initiated a committee effort to articulate the overall vision of the current Plan.

Further Definition of Comprehensive Plan Priority Issues

As noted above, the Planning Commission has determined that the Future Land Use Element, and more specifically the Mixed Use Future Land Use categories should be the focus for the initial phase of substantive Comprehensive Plan Reform efforts. Because the overall structure and format of the Plan is also a major issue, work on this less substantive issue will proceed concurrently. The following background further defines these issues:

Mixed Use Future Land Use Categories

The Mixed Use designation (which includes three subcategories) has been problematical since its inception. Prior to 1992, the zoning code contained zoning districts that described very specifically which uses were allowed on a piece of property, and they were generally limited to a particular type of use (e.g., single family residential, office or commercial). While this provided a great deal of certainty to the property owner, it did not allow much flexibility.

The Mixed Use concept was adopted into the Comprehensive Plan in 1990. The intent of Mixed Use A, B and C was to encourage a mix of uses. For example, it would allow shops to be located next to or within neighborhoods, or offices next to apartment buildings. It would allow mixed-use developments on the same site. It was anticipated that this mixing of uses would promote shorter travel distances and less reliance on the automobile, as well as a greater sense of community. The intent was to create a more "walkable" community. In 1992, the City and County Commissions adopted new zoning codes to match and mirror the Mixed Use categories in the Plan.

Under this regulatory framework, the type of uses allowed on a specific piece of property were limited by locational and performance criteria. This method of regulation still exists in the Plan for categories such as Lake Protection, Central Urban and University Transition. The problem that soon became apparent was the lack of predictability in this system. To know whether a particular piece of property could be used in a certain way, the owner was required to submit specific information about the property. After 5 to 7 days, the determination was issued on whether the particular use was allowable, contingent on final site plan.

Problems cited by the Planning Department in recommending a transition to "site-specific zoning" in 1996 included the following:

1. Owners could not be sure what they could do with their property without verification by the government. This uncertainty seemed to affect property values.
2. Some people felt they needed to hire experts to determine potential use of their property.
3. Residents did not feel comfortable with what might happen at the edges of neighborhoods.
4. It took longer to get through the development review process, making development more expensive.
5. The zoning code did not ensure compatibility between residential and non-residential uses.

Based on these concerns, the Mixed Use zoning was replaced in 1996 by site-specific zoning, which functioned much like the pre-Comprehensive Plan zoning. The Mixed Use Future Land Use categories were retained, however, in order to make the transition to the new system less disruptive to the community. By retaining the Mixed Use categories, property owners could obtain significant changes to the uses allowed on their property through a relatively simple zoning process, rather than having to make a change to the Future Land Use Map.

The site-specific zoning did much to address the issue of predictability at the zoning level, but it did not provide the same type of protection as the Comprehensive Plan could afford. Neighborhoods that are protected by a Residential Preservation designation as well as Residential Preservation zoning tend to look with concern at a change to Mixed Use, which could eventually result in any number of zoning scenarios.

There has been an attempt to deal with this issue through the use of the "development patterns." The development patterns are defined in the plan, and seek to describe the characteristics of a location in such a way as to help determine what site-specific zoning district should be applied to that site. Unfortunately, the development patterns have been problematical as well. There has been confusion over whether the patterns intend to describe the existing or future function of the site. In addition, the development patterns are defined in a rather general manner that would allow multiple development patterns to fit the characteristics of many sites. For this reason, even after a development pattern has been identified for an area, there is no assurance that that a different development pattern might not be applied at a later date. This problem has been compounded by the fact that the development patterns are not mapped, and therefore do not really limit the types of zoning that can be requested for a site. Hence, the Mixed Use categories in effect continue to allow almost any type of zoning in many locations throughout the community, subject to the rezoning process.

While this situation has many benefits for the owner of the Mixed Use property in question, it may have some negative effects on surrounding properties, and on the ability of the community to achieve appropriate distribution of land uses. The open-ended quality of the Mixed Use designation makes it threatening to adjacent Residential Preservation areas, and may force residential property owners to oppose a change to Mixed Use because of some of the more intense land uses it may allow. Another problem with the Mixed Use categories has been a rather pronounced "disconnect" between the intent language for these categories, particularly Mixed Use A, and the manner in which they are actually implemented, based on the specific policies in the Plan and the implementing land development regulations. This has also created distrust of the categories among residents.

Over the course of the last several Comprehensive Plan amendment cycles, the Planning Commission has noted a number of issues with the Mixed Use categories. These problems have both precipitated proposals to change the way the categories functions, as well as making changes from other Future Land Use categories to Mixed Use extremely problematical. This has led the Planning Commission to prioritize the Mixed Use categories as the first phase of a multi-year project to address concerns with the Comprehensive Plan. As a first step, the Planning Commission has initiated Comprehensive Plan amendments to create two new categories, the Neighborhood Boundary and Planned Use Overlay categories. Additional work will be conducted under this contract.

Format and Usability

The Plan as currently drafted can be confusing and difficult to use. It is necessary to look in more than one place for information on a Future Land Use category, and there are inconsistencies, outdated policies, illegible maps, and all the other problems that come from amending a document hundreds of times over the course of a decade. The problems that have been identified over time can be used to initiate a "clean up" which should make the Plan easier to use without changing its substance. Examples of potential changes include:

- Pull together narrative intent language to form an executive summary/vision statement for Plan
- Provide an index or detailed table of contents for each element
- Make maps more readable
- Place all requirements for Future Land Use categories in one place, rather than splitting between text, matrix and policies. This has led to some inconsistencies in requirements, as well as confusion on the part of the user.
- Identify obsolete policies for possible deletion
- Reformat policies in the Future Land Use Element to match rest of the Plan (this is the only element currently using the two-column format).
- Rearranging the Mixed Use policies to make them more usable.
- Identify inconsistencies and propose resolution

A number of these efforts are underway. Staff has been deleting several obsolete policies in each Plan amendment cycle. The Planning Commission has initiated a committee effort to distill the vision from the existing Plan document.

Beyond these relatively non-controversial efforts to make the Plan more user-friendly, there is the question of whether the Plan, especially when combined with the implementing ordinances, is unnecessarily complicated, and whether some of the policies might be either too specific or too vague. This is a more difficult and controversial issue to address, and an initial review and recommendations on this issue are required under this scope of work.

Staff from the Growth Management Departments at the City and County, as well as Planning Department staff, are the heaviest users of the Plan, and can readily identify a number of reformatting and "clean up" issues. They are also aware of the way in which the Plan either works well with the land development regulations to achieve the apparent intent, or does not. Additional input will be accepted from the public, elected and appointed officials, and other staff who may use the Plan.

B. PROFESSIONAL SERVICES REQUIRED

The Tallahassee-Leon County Planning Department is seeking a consultant with comprehensive planning and land use expertise to complete the following tasks:

1. **Specifically define the problems associated with Mixed Use and its land use development patterns.** Based upon review of the existing Comprehensive Plan, recent Comprehensive Plan amendment cycles, discussion with staff and the Planning Commission, the consultant will assess the existing Comprehensive Plan provisions relative to the Mixed Use categories and identify problem areas. At a minimum, the consultant will address the following questions:
 - a. Should the Mixed Use categories and related development patterns concept be retained, and if so, should they be revised, and how?
 - b. What is the most effective means for achieving the original intent of the Mixed Use categories, which is a fine-grained mix of uses, while ensuring compatibility between uses?
 - c. What problems exist in implementing the Mixed Use categories through the Land Development Regulations and how should they be addressed?
 - d. Are new Future Land Use categories needed to address some of these issues?
2. **Identification of other Future Land Use Issues.** The consultant will review the entire Future Land Use Element and address the following:
 - a. Identify the strengths and weaknesses of the Element
 - b. The consultant will illustrate alternative approaches by providing 3 to 4 other appropriate and successful models of Future Land Use elements in Florida, and will outline the pros and cons of these approaches.
 - c. Consider whether the direction and focus of the Future Land Use Element are consistent with those of the other Elements of the Plan, particularly with the Conservation, Transportation, and Utilities Elements. If significant inconsistencies are found, evaluate the need for amending these elements concurrently with the Future Land Use Element.
 - d. Make recommendations for appropriate changes to the Future Land Use Element.
3. **Implementation**
 - a. Alternatives for implementation of recommended changes to the Future Land Use Element
 - b. Potential use of sector planning program in implementation strategy
4. **Review the Comprehensive Plan for format and usability.** The consultant will review staff's work on usability and provide recommendations on:
 - a. Structure (how the Plan is organized)
 - b. Format
5. **Review of the Comprehensive Plan relative to the implementing land development regulations.** The consultant will review the Comprehensive Plan in relation to the land development regulations and make recommendation on the following:
 - a. Does the Comprehensive Plan supply sufficient direction to the land development regulations and to community policymakers?
 - b. Do the Comprehensive Plan and the land development regulations each contain appropriate levels of specificity and do they work together to create an appropriate and understandable regulatory framework?
 - c. Should certain aspects of the Plan be moved into the land development regulations and vice-versa?

- d. Recommend changes as appropriate.

C. REQUESTED DELIVERABLES

The following is a suggestion for providing the information requested above. The consultant has the flexibility to utilize other methods for supplying the requested information.

The Consultant shall prepare each of the following reports for review and comment:

- Report on Preliminary Project Definition – A report summarizing the Consultants refined method and approach to the project. The Consultant would complete this report after reading the supplemental material provided by the Department and in preparation for a meeting with staff and the Tallahassee-Leon County Planning Commission.
- Draft Report on Tasks 1-3 – A report containing the Consultants findings on the following tasks: 1) Specifically defining the problems associated with Mixed Use and its land use development patterns; 2) Identification of other Future Land Use issues and 3) Implementation (*each of these tasks are further defined in Section B – Professional Services Required*).
- Draft Report on Tasks 4-5 – A report containing the Consultants findings on the remaining tasks including: 4) the Review of the Comprehensive Plan for format and usability and 5) the Review of the Comprehensive Plan relative to the implementing land development regulations (*each of these tasks are further defined in Section B – Professional Services Required*).
- Final Report – The Final Report will be comprehensive outlining the process and methodologies used and combining the materials from the draft reports as revised. The Consultant will need to provide 25 originals of the Final Report to the Tallahassee-Leon County Planning Department in paper format. Any maps or digital information will be provided in the format transferable to the Department's GIS system. In addition, the Consultant will provide 10 CD-ROMS of the Final Report.

D. COORDINATION AND REVIEW

Project Initiation

The selected consultant will meet with the Planning Department to discuss the history and expectations for the project. The Department will provide the consultant with a copy of any background materials to assist in the review. In this meeting, the consultant will present their recommended approach to the project and discuss any staff concerns. After a contract is signed, the consultant will begin a review of preliminary materials and develop a Preliminary Definition for this project.

Preliminary Project Definition

After one month, the consultant will meet with staff of the Tallahassee-Leon County Planning Department. At this meeting the Consultant will provide a copy of their Preliminary Project Definition for review by staff and the Tallahassee-Leon County Planning Commission. After this review, the Consultant will begin the data gathering and analysis stage of the project based upon direction provided. As the Consultant moves forward in this stage they will make bi-weekly contact with Planning staff to ensure the project is moving in the correct direction. The consultant will also need to be prepared to provide information to the Planning Commission as directed.

Public Involvement

As part of the Comprehensive Plan reform project, the Consultant will provide information to staff for conducting community involvement exercises and to answer issues/questions raised by the public. Planning staff will take the lead in developing and leading focus groups to discuss relevant issues. The Consultant must be present at the public meeting after the Draft reports are released as identified below.

Draft Reports

After the completion of one or both draft reports, the Consultant will meet with the Planning staff to discuss the preliminary findings. The Consultant will also meet with any appropriate focus groups and the Planning Commission to discuss these results. In addition, the Consultant must be present for a public meeting with the larger community to present the preliminary findings.

Final Report

The Consultant will submit a Final Report to the Planning Department for review. The Consultant will be present at a minimum of three meetings during the review and adoption of the report by the Planning Commission and possibly the City and/or County Commissions.

All deliverables (including drafts) will be forwarded by the Planning Department to the Planning Commission and other appropriate entities for review and comment. Every attempt will be made by the Planning Department to consolidate all comments and provide them to the consultant within five weeks of receipt of the deliverables to ensure Commission input to the final products and afford the consultant adequate time for any revisions or modifications. After comments are received, the consultant will draft the final report, including renderings and final text. The consultant will attend the meetings requested above and one or two additional meetings should be budgeted for a total of 8-10 meetings needed to complete this project.

C. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP	June 27, 2003
Deadline for submitting questions	July 3, 2003
Deadline for submission of proposal	July 24, 2003
Anticipated Committee Recommendation	August 2003
Anticipated Commission Approval	August 2003
Anticipated Selection	August 2003
Anticipated Award	August 2003
Meet with consultant to discuss project	September 2003
Draft Reports Due	March 2004
Final Report	May 2004

D. PROPOSAL RESPONSE REQUIREMENTS

Proponents shall construct their proposal in the following format and a tab must separate each section. **Do not submit BINDER 1 and BINDER 2 together. Place in separate sealed envelopes.**

BINDER 1 – TECHNICAL (NO-COST) PROPOSAL

Do not include any pricing in any part of BINDER 1

SECTION 1 - EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

SECTION 2 - EXPERIENCE AND ABILITY (25 PTS)

1. Identify a staffing plan that clearly illustrates the principal elements of the organizational structure proposed to furnish services described in the Scope of Services including:
 - a. Availability and location of personnel, including sub-consultants who will be directly involved with this project, including resumes, certifications for each person. A description of the responsibilities of proposed available personnel and their interrelationships. This should clearly show supervisory relationships, functional areas of work provided by position, in addition to methods of coordination of information.
2. Describe the experience and ability of the proposed team members on similar past projects and how this experience will be used for this project.

SECTION 3 - PAST PERFORMANCE (20 PTS)

Provide a list of projects accomplished in the last five (5) years similar in project scope. The references must include the company/contractor name, and contact person's full name and telephone number (toll free preferred). The reference must describe where services similar in magnitude and scope to that requested in this solicitation were provided. The City reserves the right to contact any of the contractor's previous clients not furnished by the contractor.

SECTION 4 - APPROACH and METHOD (20 PTS)

1. Proposed time schedule indicating major work tasks for completing the entire project.
2. Include a description of the approach and method proposed for providing the services required in this solicitation. Include details of quality control plan for the entire project.

TAB 5 – UNDERSTANDING PROJECT and PROJECT REQUIREMENTS (15 PTS)

Define the project and it's requirements. Include details of how the project will be used by the Tallahassee-Leon County Planning Department and your proposed design concepts that will meet their needs.

SECTION 6 - ATTACHMENTS

1. Reproduction of Professional Registration Certificates.
2. Current City of Tallahassee Professional Qualifications Supplement, Attachment A.
3. Representations/Certifications, Attachment B.

BINDER 2 – COST PROPOSAL (15 pts)

SEPARATE, SEALED ENVELOPE

In a separate, sealed envelope, provide a detailed and set fee statement, an **original and eight (8) complete copies**, for the provision of services required as identified in this Request for Proposals. This cost proposal shall include all travel, equipment, and any other related expenses.

E. PROPOSAL SUBMITTAL

All proposals must be in writing. All proposals, an **ORIGINAL, so identified, and eight (8) complete copies**, shall be submitted in sealed envelopes, which will be received (recorded and clocked in) –

1. At: **City of Tallahassee
Procurement Services Division
300 S. Adams Street, Third Floor
Tallahassee, Florida, 32301-1731**
2. Until **4:30 P. M., local time, on July 24, 2003**

The front of each proposal envelope/container shall contain the following information for proper identification:

- (1) the name and address of the proposer
- (2) the word "Proposal" and the RFP number (Proposal for RFP No.)
- (3) the time/date specified for receipt of proposals (4:30 P.M. ,JULY 24, 2003)
- (4) the number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the proponent. The City of Tallahassee will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Proposals may be modified/withdrawn by written notice if received in the office specified for receipt of proposals before the time and date set for receipt of proposals.

The City shall not be liable for any costs incurred by a proponent prior to entering into a contract.

F. ISSUANCE OF ADDENDA

1. If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
2. Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:
 - a. By signing and returning the addendum;
 - b. By signed letter;
 - c. By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)
3. The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

G. FACSIMILE DOCUMENTS

1. "Facsimile document", as used in this solicitation, means any complete and properly executed document listed below in subsection (2) that is transmitted to and received at the City office specified in this solicitation via electronic equipment that communicated and reproduces both printed and handwritten material. Time of receipt as stamped by the receiving equipment shall be conclusive as to time of submission.
2. The following documents are authorized for transmittal via facsimile --
 - a. Acknowledgment of any addendum to solicitation.
 - b. Notification of Withdrawal of Proposal.
3. Telephone number of receiving facsimile equipment:
(850) 891-8788 or (850) 891-0940
4. As a minimum, the facsimile document must be identified with the following information --

- a. Name, address, and telephone number of sender
- b. Solicitation number
- c. Date and time for receipt of proposals
5. If the proponent chooses to transmit a facsimile document listed above in section (2), the City will not be responsible for any failure attributable to the transmission or receipt of the facsimile document including, but not limited to, the following –
 - a. Failure to transmit the document to the specified facsimile equipment
 - b. Receipt of garbled or incomplete document
 - c. Availability or condition of the receiving facsimile equipment
 - d. Incompatibility between the sending and receiving equipment
 - e. Delay in transmission or receipt of document
 - f. Failure of the proposer to properly identify the document
 - g. Illegibility of the document
 - h. Security of the document data
6. The City reserves the right to reject any facsimile document based on the conditions of subsection (5) above. The apparent successful proponent shall promptly submit any complete original document, if requested to do so by the Procurement Services Division.

H. EQUAL OPPORTUNITY AGREEMENT

1. In connection with work performed under a City of Tallahassee contract, the proponent agrees, upon receipt of a written award or acceptance of a proposal, to support and abide by the City's Equal Opportunity Pledge.
2. By submitting a proposal in response to this solicitation, the proponent agrees to –
 - a. Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
 - b. Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
 - c. Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the bidder is an "Equal Opportunity Employer".

I. MINORITY BUSINESS

Proponents for the work described herein should be aware of the City's policy relating to minority involvement in professional contracts.

As a part of the selection process for professional contracts, the ranking procedure will provide for a bonus up to a maximum of 5 points for the utilization of minority businesses, minority employees and/or minority student trainees.

Proponents should contact the City Office of Minority Business Enterprises at (850) 891-8184 for more detailed information. Please indicate in your proposal the percentage of minority business participation, if any, as outlined in the attached Professional Qualifications Supplement (Attachment A).

The City has a goal of twelve point five percent (12.5%) Minority Business Enterprise participation in all consultant services contracts.

J. PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

K. INSURANCE REQUIREMENTS

Prior to commencing work, the proponent shall procure and maintain at proponent's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors.

1. Consultant shall maintain limits no less than:
 - a) Commercial General/Umbrella Liability Insurance - **\$500,000** limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
 - b) Business Automobile/Umbrella Liability Insurance **\$500,000** limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos

c) Workers' Compensation and Employers' Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers' Umbrella Liability Coverage for **\$500,000** per accident.

d) Professional Liability Insurance - **\$500,000** as per project (ultimate loss value per occurrence).

2. **Other Insurance Provisions**

a) **Commercial General Liability and Automobile Liability Coverage's**

The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Consultant or premises on which Consultant is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- The Consultant's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b) **Workers' Compensation and Employers' Liability and Property Coverage's**

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Consultant in the performance of services under this Agreement.

c) **All Coverage's**

- **Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.**

- If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach.
- Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.
- City named as "additional insured" as its interest may appear.

3. ***Deductibles and Self-Insured Retention's***

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

4. ***Acceptability of Insurers***

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

5. ***Verification of Coverage***

Consultant shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

6. ***Subcontractors***

Consultant shall include each of its subcontractors and subconsultants as insureds under the policies of insurance required herein.

L. EVALUATION

Evaluation of proposals will be performed consistent with the City's Procedures Manual using the following criteria and weighted values:

Criteria	Rating Points
Experience and Ability	25
Past Performance	20
Volume of City Work	10
Location	10
Minority Business Enterprise Participation	5
Understanding of Projects and Projects Requirements	15
Approach and Method	20
Fee	15
Maximum Points Allowed	120

NOTE: As a part of the evaluation process, shortlisted proponents shall make oral presentations to the city's selection committee.

M. COMMITTEE MEETING ATTENDANCE

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Brent Paniucki at (850) 891-8289 or FRS TDD at 1-(800) 955-8771 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public Notice of all Committee meetings will be posted in the Procurement Services Division, City Hall, 300 S. Adams Street, Tallahassee, Florida as far in advance of the meeting as possible.

N. CONTRACT AWARD

Any contract award(s) made as a result of this Request for Proposals does not guarantee that the City will authorize any work under these contracts. The City reserves the right to use in-house personnel or other contract support, as it deems is in the best interest of the City.

A copy of the recommended ranking and award will be available for review in the Procurement Services Division upon completion of the evaluation by the selection committee.

O. GRIEVANCE PROCEDURE

1. Right to Protest. Any actual or prospective proponent, or contractor, who is aggrieved in connection with the solicitation or award of a contract, may protest any solicitation or award recommendation on the grounds of irregularities in specifications, solicitation procedure, or the evaluation of the solicitations.
2. Filing a Protest. Actual proponents who are affected adversely by the decision or intended decision of a solicitation/contract award shall file a written notice of intent to protest with the Procurement Services Division within 72 hours (excludes weekends and holidays) after posting of the intended recommendation of award. A formal written protest, stating with particularity of facts and grounds (should refer to the statutes, laws, or ordinances which the protestant deems applicable) upon which the protest is based, shall be filed with the Procurement Services Division within seven (7) calendar days after the date of filing the notice of intent of protest. Failure to timely file either the notice of intent or the formal written protest shall constitute a waiver of proceedings under this section.

A written protest is officially filed with the City when it is delivered to and received by the Procurement Services Division.

Any person who files a formal written protest, protesting a decision or intended decision for the award of a solicitation, shall post with the Procurement Services Division, at the time of filing the formal written protest, a bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less. If, after completion of the grievance hearing process and any appellate court proceedings, the City prevails, it shall recover all cost and charges which shall be included in the final order of judgment, excluding attorney's fees. Upon payment of such cost and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, he/she shall recover from the City all cost and charges which shall be included in the final order of judgment, excluding attorney's fees. In no case shall the protesting proposer or contractor be entitled to any cost incurred with the solicitation, including solicitation preparation cost and attorney's fees.

For additional information concerning protest procedures, vendors may request a copy of the City's Procedures manual.

S. RIGHT OF REJECTION

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

T. REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS

All questions concerning this Request for Proposals must be directed through **BRENT PANIUCKI, PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8289, E-MAIL: paniucks@talgov.com** or through FRS TDD at 1-(800) 955-8771. All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request For Proposals' content, if appropriate, will be responded to in writing, as long as the questions are submitted prior to the deadline in this solicitation. The written response will be the City's official response and will be mailed to all proposers that requested the Request For Proposals.

**ATTACHMENT A
CITY OF TALLAHASSEE
PROFESSIONAL QUALIFICATIONS SUPPLEMENT**

1. PROJECT TITLE (As Advertised) _____
2. FIRM NAME _____
3. ADDRESS (Assigned Project Office) _____
4. VOLUME OF CITY OF TALLAHASSEE WORK

	TOTAL FEE	PORTION OF FEE CONSIDERED
Current and Last Year (Oct 1 - Sept 30)	\$ _____ x .8 =	\$ _____
Second Year Past	\$ _____ x .6 =	\$ _____
Third Year Past	\$ _____ x .4 =	\$ _____
	TOTAL	\$ _____

5. MBE PARTICIPATION

MBE firms and sub-contractors must be certified with the City's MBE Office to qualify for MBE participation credit. **A MINIMUM OF 12.5% (IN ONE SECTION ONLY) MUST BE UTILIZED TO RECEIVE POINTS IN SECTIONS (2-4).**

- (1) Is the principal firm a certified MBE firm? Yes No (5 points)
(Please attach a copy of your certified letter or certificate)
- (2) Percent of fees to be subcontracted to a certified MBE firm: % (4 points)
Please attach a copy of their certification letter or certificate)
 - a. Name of the MBE Firm: _____
 - b. Scope of work to be performed by the MBE firm: _____
- (3) Percent of fees to be used for goods and services supplied by an MBE firm: % (3 points)
 - a. Name of the MBE Firm: _____
 - b. List of goods or services to be provided: _____
- *(4) Percent of professional work force to be utilized on the project which are minorities or minority graduate students working in a professional discipline: % (2 points)
- *(5) The firm has or will hire one or more minority trainees in a professional discipline to work on the project? Yes No (1 point)

Signature/Professional Registration No.

Date

*Names and ethnic status of the persons utilized under numbers 4 and 5 shall be submitted to the MBE Office prior to the execution of the contract. Non-minority women are not considered "minority persons" for purposes of MBE participation. (See Appendix A of Section 16.5 of the MBE Policy.)

**ATTACHMENT B
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

(a) Definitions.

"**Parent Company**," means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the bidder is a member.

"**Corporate status**," means a designation as to whether the vendor is a corporate entity, a sole proprietorship, a partnership, or a corporation providing medical and health care services.

"**Taxpayer Identification Number (TIN)**," means the number required by the Internal Revenue Service (IRS) to be used by the vendor in reporting income tax and other returns.

(b) All vendors are required to submit the information required in paragraphs (c) through (e) in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(c) Taxpayer Identification Number (TIN).

TIN: _____

- ☐ TIN has been applied for. ☐ TIN is not required because:
- ☐ Vendor is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Vendor is an agency or instrumentality of a foreign government;
- ☐ Vendor is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).
- ☐ Other corporate entity; ☐ Not a corporate entity:
- ☐ Sole proprietorship ☐ Partnership

(e) Parent Company.

Vendor is ☐ / is not ☐ owned or controlled by a common parent as defined in paragraph (a). If owned by a parent company, complete the following:

Name and TIN of parent company:

Name _____ TIN _____

(f) Fictitious Name of Vendor [Doing Business As (d.b.a.)].

LEGAL NAME AND ADDRESS OF COMPANY (VENDOR) (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (if different from Company Address)

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____